

Memorandum



Date: May 15, 2007

To: Honorable Chairman Bruno A. Barreir
and Members, Board of County Commissioners

From: George M. Borges
County Manager

GOE 4D
Agenda Item No. _____

Subject: *Building Better Communities* General Obligation Bond Program Grant Agreement
Between Miami-Dade County and the Dade Heritage Trust, Inc. -Project No. 265
– “Hubbard-Alvarez Bungalow” 138 N.W. 16 Avenue

Recommendation

It is recommended that the Board of County Commissioners (the “Board”) adopt the attached resolution approving the terms of a grant agreement between the County and the Dade Heritage Trust, Inc. (the “DHT”) related to the Building Better Communities General Obligation Bond Program (the “BBC GOB Program”) Project No. 265 – “Hubbard Alvarez Bungalow” (the “Proposed Grant Agreement”). The purpose of the Proposed Grant Agreement is to provide bond funding for the restoration of the “Hubbard-Alvarez Bungalow,” which has been designated a historic site for its architectural significance by the Historic and Environmental Preservation Board of the City of Miami as a pilot program which is expected to serve as a catalyst toward the revitalization of this historic area of Little Havana. (Attachment 1). Pursuant to Resolution No. R-595-05, the Board approved Administrative Rules to govern the BBC GOB Program and authorized the County Manager to execute grant agreements provided such grant agreements were in substantially the form attached to such resolution (the “Standard Grant Agreement”). The Proposed Grant Agreement differs primarily from the Standard Grant Agreement in that it removes the requirement that the bungalow be open to the public on a regular basis since it is a private residence. However, the Proposed Grant Agreement requires that the home be open to the public at least one day per year during Dade Heritage Days. In addition, the Proposed Grant Agreement requires that upon the sale of the Hubbard Alvarez Bungalow property, if another bungalow is not acquired within 24 months for historical preservation purposes, the BBC GOB funds shall be returned to the County.

Scope

The direct impact of this agenda item is to the DHT and the Hubbard-Alvarez Bungalow located at 138 N.W. 16 Avenue. The potential indirect impact is to the surrounding area of Little Havana, since the rehabilitation of this site is a pilot project and other restoration projects for similar structures in the area will follow.

Fiscal Impact/Funding Source

There is no fiscal impact on the existing BBC GOB Program due to modification of the Standard Grant Agreement as the allocation remains the same. The BBC GOB Program is the funding source for this project.

Track Record/Monitor

The implementing entity for this project will be the DHT, which to the best our knowledge is in good standing with Miami-Dade County. The responsible party for monitoring this project is the Office of Capital Improvements (OCI), Jose A. Galan, Chief – Program Legislation.

Background

On May 17, 2005 the Board adopted Resolution No. R-595-05 approving the Administrative Rules for the BBC GOB Program. As part of this legislation, the Board also approved the Standard Grant Agreement to be used when contracting for BBC GOB Program bond proceeds. The Standard Grant Agreement requires that a grantee's project which is supported by BBC GOB Program bond funds be open and accessible to the public. In addition, the Standard Grant Agreement states, that for at least thirty (30) years, the grantee shall use the facility and/or equipment acquired for activities benefiting the public, and for no other purposes. The Proposed Grant Agreement removes those requirements as this structure is a private home.

The Office of Historic Preservation and DHT will use the BBC GOB Program bond funds to rehabilitate this historic structure and expects that this restoration will serve as a catalyst toward the revitalization of an historic area of Little Havana. This area has some of the finest examples of Bungalow-style architecture which are rapidly disappearing. Built in 1921, the Hubbard-Alvarez Bungalow is one of the most outstanding examples of the Belvedere Bungalow style of residential architecture remaining in Miami. Funding secured through DHT and the County, made it possible to match a developer's purchase bid on the property, which saved the building from demolition.

Once restored, the Historic and Environmental Preservation Board (HEPB) of the City of Miami requires an application for a Certificate of Appropriateness for any work that would change the exterior appearance of a designated historic property. HEPB review insures that any proposed changes are compatible with the character of the individual property and/or historic district. The standards to be applied to the review will follow the general guidelines as recommended for historic structures as detailed in "The Secretary of the Interior's Standards for the Treatment of Historic Properties" as developed in 1992 and codified as 36 CFR Part 68 in the July 12, 1995, Federal Register (Vol. 60, No. 133). The Proposed Grant Agreement also requires that the home must be open to the public at least one day per year during Dade Heritage Days.

The Proposed Grant Agreement will allow DHT to conduct a pilot program using BBC GOB Program funds which will promote the preservation and restoration of historic buildings. Because the Proposed Grant Agreement is substantially different than the Standard Grant Agreement, Board approval is necessary in order to allow for the removal of certain requirements as stated above. In addition; the Proposed Grant Agreement provides that upon the sale of the property by DHT, the net sales proceeds shall be distributed as follows: the first \$268,000 will be deposited by DHT in its Historic Preservation Revolving Fund Account in order to replenish the portion of such Account which was used to purchase the Hubbard-Alvarez Bungalow; and then the balance of the net sales proceeds, up to but not exceeding \$250,000, will be used for DHT's Bungalow Pilot Program in the Little Havana area to purchase, renovate, and sell other bungalows and repeat the process until the available funds have been exhausted. The Mayor or his designee shall have the right to approve, in writing, any property being considered for purchase under DHT's Bungalow Pilot Program. In the event a bungalow property is not acquired within 24 months from the sale of the previous property, the first \$250,000 from any unexpended funds remaining in the Bungalow Pilot Program account shall be returned to Miami-Dade County. DHT shall transfer any proceeds remaining in the Bungalow Pilot Program account in excess of the \$250,000 to its Historic Preservation Revolving Fund Account.

The Office of Capital Improvements and the Office of Historic Preservation have worked closely with DHT to develop this strategic approach for promoting the Bungalow Pilot Project while maximizing the public benefits of their bond program funding.

This item was presented to the *Building Better Communities* Citizen's Advisory Committee on March 21, 2007, and was forwarded to Board with a favorable recommendation.


Assistant County Manager



MEMORANDUM

(Revised)

TO: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

DATE: June 19, 2007

FROM: Murray A. Greenberg
County Attorney

SUBJECT: Agenda Item No.

Please note any items checked.

- ☐ "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Bid waiver requiring County Manager's written recommendation
- ☐ Ordinance creating a new board requires detailed County Manager's report for public hearing
- ☐ Housekeeping item (no policy decision required)
- ☐ No committee review

Approved _____ Mayor

Agenda Item No.

Veto _____

Override _____

RESOLUTION NO.

RESOLUTION APPROVING TERMS OF AND
AUTHORIZING MAYOR OR HIS DESIGNEE TO EXECUTE
GRANT AGREEMENT BETWEEN MIAMI-DADE COUNTY
AND THE DADE HERITAGE TRUST INC. RELATED TO
BUILDING BETTER COMMUNITIES GENERAL
OBLIGATION BOND PROGRAM PROJECT NO. 265 –
“HUBBARD-ALVAREZ BUNGALOW” AND EXERCISE
CANCELLATION PROVISIONS THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated in this Resolution by this reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the terms of the grant agreement between Miami-Dade County and the Dade Heritage Trust Inc., substantially in the form attached to this Resolution as Exhibit A (the “Grant Agreement”), and authorizes the Mayor or his designee to execute the Grant Agreement and to exercise the cancellation provisions contained in the Grant Agreement.

The foregoing resolution was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a vote, the vote was as follows:

Bruno A. Barreiro, Chairman	
Barbara J. Jordan, Vice-Chairwoman	
Jose "Pepe" Diaz	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Joe A. Martinez	Dennis C. Moss
Dorrian D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

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The Chairperson thereupon declared the resolution duly passed and adopted this 19th day of June, 2007. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency. GBK

**MIAMI-DADE COUNTY
BUILDING BETTER COMMUNITIES
GRANT AGREEMENT**

GOB Project Number 265-70541/Hubbard-Alvarez Bungalow

This Agreement (the "Agreement") by and between Miami-Dade County, a political subdivision of the State of Florida (the "County"), through its governing body, the Board of County Commissioners of Miami-Dade County, Florida (the "Board") and **The Dade Heritage Trust Inc. (DHT)**, a Florida non-profit corporation (the "Grantee") is entered into this ____ day of _____, 2007.

WITNESSETH:

WHEREAS, on July 20, 2004, the Board adopted Resolution Nos. R-912-04, R-913-04, R-914-04, R-915-04, R-916-04, R-917-04, R-918-04 and R-919-04 authorizing the issuance of \$2.926 billion in general obligation bonds for capital projects and on November 2, 2004, a majority of those voting approved the bond program (the "BBC GOB Program"); and

WHEREAS, the aforementioned Resolutions include specific projects such as but not limited to development, improvement, rehabilitation, restoration or acquisition of real property; and

WHEREAS, the Grantee is undertaking completion of **the rehabilitation of the Hubbard-Alvarez Bungalow, a pilot project that will serve as a catalyst toward the revitalization of this historic area of Little Havana** (the "Project"), which was specifically approved as part of the BBC GOB Program or is eligible for funding from one of the programs to be funded under the BBC GOB Program and is described more specifically in Exhibit 1 to this Grant Agreement; and

WHEREAS, **The Hubbard-Alvarez Bungalow** is estimated to cost **\$482,000** (the "Total Project Cost") and will be funded from the sources listed in Exhibit 1; and

WHEREAS, **The Hubbard-Alvarez Bungalow/GOB Project Number 265-70541** is eligible for funding from the BBC GOB Program in a total amount not to exceed **\$250,000** (the "Funding Allocation"); and

WHEREAS, pursuant to the terms of this Agreement the County has agreed to allocate **\$250,000** from the Series A Bonds for the Project (the "Funding Cycle Allocation"); and

WHEREAS, the Project physically improves an area, facility, resource or site to increase its ability or capacity to serve the public; and

WHEREAS, the County and the Board of Directors of the Grantee have authorized, by resolution, their respective representatives to enter into this Agreement for each Funding Cycle Allocation describing their respective roles in the funding for the Project costs with respect to such Funding Cycle Allocation,

NOW THEREFORE, pursuant to Resolution No. R-595-05, which specifically authorizes the County Manager to execute such agreements and other required contracts and documents, to expend Building Better Communities bond funds received for the purpose described in the approved funding allocation, and in consideration of the mutual promises and covenants contained herein and the mutual benefits to be derived from this Agreement, the parties hereto agree as follows:

Section 1. Parties, Effective Date and Term: The parties to this Agreement are the Grantee and the County. The County has delegated the responsibility of administering this grant to the Mayor, or his designee, who shall be referred to herein as the "County Manager."

This Agreement shall take effect upon execution and shall terminate upon the completion of the Project, including the completion of all final closeout documentation.

Section 2. Amount of Funding Cycle Allocation and Payment Schedule: A Project funding plan identifying the Funding Allocation to be funded by the County solely from BBC GOB Program proceeds and the costs to be funded by the Grantee through written project funding commitments from third parties is attached as Exhibit 1. Included shall be a projected timetable for each Funding Cycle Allocation and the amount funded to date, if any. The County agrees to provide solely from the BBC GOB Program proceeds for the Funding Cycle Allocation an amount equal to **\$250,000**. This amount represents a portion of the amount necessary to complete the Project. By making this grant, Miami-Dade County assumes no obligation to provide financial support of any type whatever in excess of the Funding Allocation. Cost overruns are the sole responsibility of the Grantee. The Funding Cycle Allocation shall be provided in accordance with the Administrative Rules which are attached as Attachment 1 ("Administrative Rules") and incorporated in this Agreement by this reference. In the event that the Funding Cycle Allocation is not expended on schedule, additional allocations may be delayed for one calendar year or more depending on the bond schedule, in accordance with the Administrative Rules and Section 22 of this Agreement.

Payment(s) of Funding Cycle Allocation funds will be made to the Grantee pursuant to the reimbursement provisions in the Administrative Rules and its Exhibits.

Miami-Dade County shall only be obligated to reimburse the Grantee provided the Grantee is not in breach of this Agreement and the Grantee has demonstrated that it has adequate funds to complete the Project. The County shall administer, in accordance with the appropriate regulations, the funds available from the BBC GOB Program as authorized by Board Resolutions. Any and all reimbursement obligations of the County shall be fully subject to and contingent upon the availability of funding solely from the BBC GOB Program funds. The Grantee shall be solely responsible for submitting all documentation, as required by this Agreement and by the Administrative Rules, to the County Manager.

Section 3. Project Description: The Grantee may only use the Funding Cycle Allocation for the purpose of purchasing, building, renovating and/or equipping facilities for the Project as specifically described in Exhibit 1.

If the Grantee wishes to revise the Project for the purpose of completing the Project and such revisions substantially alter the original Project, the Grantee must request in writing that the County Manager review and approve such revisions. Grantee's request must be given at least fourteen (14) days prior to implementation of revisions. The County Manager will make the final determination on revisions within fourteen (14) business days of the date of receipt of the request in the County Manager's offices.

Upon the sale of the Project by DHT the sales proceeds less reasonable and customary real estate closing costs shall be distributed as follows: the first \$268,000 will be deposited by DHT in its Historic Preservation Revolving Fund Account in order to replenish the portion of such account which was used to purchase the Hubbard-Alvarez Bungalow; and then the balance of the net sales proceeds, up to but not exceeding \$250,000, will be used for DHT's Bungalow Pilot Program in the Little Havana area to purchase, renovate, and sell other bungalows and repeat the process until the available funds have been exhausted. The County Mayor or his designee shall have the right to approve, in writing, any property being considered for purchase under DHT's Bungalow Pilot Program. In the event a bungalow property is not acquired within 24 months from the sale of the previous bungalow property, the first \$250,000 from any unexpended funds remaining in the Bungalow Pilot Program account shall be returned to Miami-Dade County. DHT shall transfer any proceeds remaining in the Bungalow Pilot Program account in excess of the \$250,000 to DHT's Historic Preservation Revolving Fund Account. The funds on deposit in the Bungalow Pilot Program account shall only be used for the purpose of purchasing, renovating and selling other similarly historic bungalows.

Property owners of bungalows purchased and/or restored with GOB funding will be required to open their properties to the public at least once a year during the celebration of Dade Heritage Days. This requirement will be monitored by the County's Office of Historic Preservation. In the event of a conflict between this section and the Administrative Rules, the terms and provisions of this section shall prevail

Section 4. Project Budget: The Grantee agrees to demonstrate fiscal stability and the ability to administer the Funding Cycle Allocation responsibly and in accordance with standard accounting practices by developing and adhering to a Project budget that is based upon reasonable revenue development and expenditures projected to complete the Project within the Total Project Cost. This Project budget is attached as Exhibit 1. Further, Grantee agrees that all expenditures will be subject to the terms of this Agreement. If Grantee wishes to revise the budget for the purpose of completing the Project, including line item changes, and such revisions substantially alter the original Project, the Grantee must request in writing that the County Manager review and approve such revisions. Grantee's request must be given at least fourteen (14) days prior to implementation of the revisions. The County Manager will make the final determination on revisions within fourteen (14) business days of the date of receipt of the request in the County Manager's offices.

Section 5. Expenditure Deadline: The Grantee shall spend or commit all of the Funding Cycle Allocation and matching funds on or before **December 31, 2008** (the "Expenditure Deadline"). Any Funding Cycle Allocation funds not spent or committed by

the Expenditure Deadline or for which a Project extension has not been requested shall revert to the County and this Agreement shall be terminated in accordance with the provisions of this Agreement. A Project extension may be requested in writing from the County Manager at least thirty (30) business days prior to the Expenditure Deadline. The County Manager, at his discretion, may grant an extension of up to one (1) year from the Expenditure Deadline so long as such extension will not significantly alter the Project including its quality, impact, or benefit to the organization, the County or its citizens. Additional extensions may be authorized by the County Manager if the Grantee can document in a written request sufficient Project progress and cause for such an extension to be warranted.

Section 6. Report Deadline: To demonstrate that the Funding Cycle Allocation has been used in accordance with the Project Description and Project budget information as outlined in Exhibit 1 and that Grantee has met and fulfilled all requirements as outlined in this Agreement, exhibits, and/or other substantive materials as may be attached or included as a condition to this Funding Cycle Allocation award, the Grantee must submit to the County Manager, a written report documenting that the Grantee is meeting or has fulfilled all Project and financial requirements. This report is to be received by the County Manager monthly. The Grantee shall also submit a written report to the County Manager on or prior to September 30th of each year from the time of the execution of this Agreement through the termination of this Agreement demonstrating that the Grantee is fulfilling, or has fulfilled, its purpose, and has complied with all applicable municipal, Miami-Dade County, state and federal requirements. The County Manager may also request that a compilation statement or independent financial audit and accounting for the expenditure of Funding Cycle Allocation funds be prepared by an independent certified public accountant at the expense of the Grantee.

In the event that the Grantee fails to submit the required reports as required above, the County Manager may terminate this Agreement in accordance with Section 15. Further, the County Manager must approve these reports for the Grantee to be deemed to have met all conditions of the grant award.

Section 7. Program Monitoring and Evaluation: The County Manager may monitor and conduct an evaluation of the Grantee's operations and the Project, which may include visits by County representatives to: observe the Project or Grantee's programs, procedures, and operations; discuss the Grantee's programs with the Grantee's personnel; and/or evaluate the public impact of the Project. Upon request, the Grantee shall provide the County Manager with notice of all meetings of its Board of Directors or governing board, general activities and Project-related events. In the event the County Manager concludes, as a result of such monitoring and/or evaluation, that the Grantee is not in compliance with the terms of this Agreement or the Administrative Rules or for other reasons which significantly impact on the Grantee's ability to fulfill the conditions of this Funding Cycle Allocation award, then the County Manager must provide in writing to the Grantee, within thirty (30) days of the date of said monitoring/evaluation, notice of the inadequacy or deficiencies noted which may significantly impact on the Grantee's ability to complete the Project or fulfill the terms of this Agreement within a reasonable time frame. If Grantee refuses or is unable to address the areas of concern within thirty (30) days of receipt of such notice from the County Manager, then the County Manager, at his discretion, may take other actions

which may include reduction or rescission of the Funding Cycle Allocation award, or withholding Funding Cycle Allocation funds until such time as the Grantee can demonstrate that such issues have been corrected. Further, in the event that the Grantee does not expend the Funding Cycle Allocation for the Project or uses any portion of the Funding Cycle Allocation for costs not associated with the Project and the Grantee refuses or is unable to address the areas of concern, then the County Manager may request the return of the full or partial Funding Cycle Allocation award. The County Manager may also institute a moratorium on applications from the Grantee to County grants programs for a period of up to one (1) year or until the deficient areas have been addressed to the satisfaction of the County Manager, whichever occurs first.

If the Project involves construction work, the Grantee shall: notify the County Manager of any applicable federal labor compliance requirements regarding procurement and pre-award procedures prior to scheduling pre-construction conferences; submit to the County Manager all plans and specifications and receive the approval of the County Manager prior to issuance and implementation; and comply with all applicable provisions of municipal, state, federal and County laws, regulations and rules.

Section 8. **Bank Accounts and Bonding:** Monies received pursuant to this Agreement shall be kept in accounts in established Florida banks, credit unions or savings and loan associations whose identity shall be disclosed in writing, with the identity and title of individuals whom the Grantee authorizes to withdraw or write checks on Funding Cycle Allocation funds from the banking institution identified on the "Bank Account Disclosure" form submitted by the Grantee. These accounts must be segregated from other accounts maintained by the Grantee. All persons authorized to withdraw funds from the Funding Cycle Allocation account must be bonded by a reputable licensed firm.

Section 9. **Accounting and Financial Review:** The Grantee must keep accurate and complete books and records for all receipts and expenditures of this Funding Cycle Allocation award and any matching funds required in conformance with reasonable general accounting standards. These books and records, as well as all documents pertaining to payments received and made in conjunction with the Funding Cycle Allocation, such as vouchers, bills, invoices, receipts and canceled checks, shall be retained in Miami-Dade County in a secure place and in an orderly fashion by the Grantee for at least three (3) years after the later of: the Expenditure Deadline specified in Section 5; the extended Expenditure Deadline, as approved by the County Manager, if any; the completion of a County requested or mandated audit or compliance review; or the conclusion of a legal action involving the Funding Cycle Allocation award, the Grantee and/or Project or activities related to the Funding Cycle Allocation award.

The County Manager may examine these books, records and documents at the Grantee's offices or other approved site under the direct control and supervision of the Grantee during regular business hours and upon reasonable notice. Furthermore, the County Manager may, upon reasonable notice and at the County's expense, audit or have audited all financial records of the Grantee, whether or not purported to be related to this grant.

Pursuant to Section 2-1076 of the Miami-Dade County Code the County shall have the right to engage the services of an independent private-sector inspector general

("IPSIG") to monitor and investigate compliance with the terms of this Agreement. The Office of the **MIAMI-DADE COUNTY INSPECTOR GENERAL (IG)** shall have the authority and power to review past, present and proposed County programs, accounts, records, contracts and transactions, and contracts such as this Agreement for improvements some cost of which is funded with County funds.

As such, the IG may, on a random basis, perform audits on this Agreement throughout the duration of said Agreement (hereinafter "random audits"). This random audit is separate and distinct from any other audit by the County.

The IG shall have the power to retain and coordinate the services of an **IPSIG** who may be engaged to perform said random audits, as well as audit, investigate, monitor, oversee, inspect, and review the operations, activities and performance and procurement process including, but not limited to, project design, establishment of bid specifications, bid submittals, activities of the Grantee and contractor and their respective officers, agents and employees, lobbyists, subcontractors, materialmen, staff and elected officials in order to ensure compliance with contract specifications and detect corruption and fraud. The IG shall have the power to subpoena witnesses, administer oaths and require the production of records. Upon ten (10) days written notice to the Grantee (and any affected contractor and materialman) from IG, the Grantee (and any affected contractor and materialman) shall make all requested records and documents available to the IG for inspection and copying.

The IG shall have the power to report and/or recommend to the Board whether a particular project, program, contract or transaction is or was necessary and, if deemed necessary, whether the method used for implementing the project or program is or was efficient both financially and operationally. Monitoring of an existing project or program may include reporting whether the project is on time, within budget and in conformity with plans, specifications, and applicable law. The IG shall have the power to analyze the need for, and reasonableness of, proposed change orders.

The IG is authorized to investigate any alleged violation by a contractor of its Code of Business Ethics, pursuant Miami-Dade County Code Section 2-8.1.

The provisions in this section shall apply to the Grantee, its contractors and their respective officers, agents and employees. The Grantee shall incorporate the provisions in this section in all contracts and all other agreements executed by its contractors in connection with the performance of this Agreement. Any rights that the County has under this Section shall not be the basis for any liability to accrue to the County from the Grantee, its contractors or third parties for such monitoring or investigation or for the failure to have conducted such monitoring or investigation and the County shall have no obligation to exercise any of its rights for the benefit of the Grantee.

Section 10. Publicity and Credits: The Grantee must include the following credit line in all promotional marketing materials related to this funding including web sites, news and press releases, public service announcements, broadcast media, programs, and publications: "THIS PROJECT IS SUPPORTED BY THE BUILDING BETTER COMMUNITIES BOND PROGRAM AND THE MAYOR AND BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY."

Section 11. Naming Rights and Advertisements: In the event that any naming rights or advertisement space is offered on a facility constructed or improved with BBC GOB Program funds, then Miami-Dade County's name, logo, and slogan shall appear on the facility at least once. Lettering used for Miami-Dade County will be no less than 75% of the size of the largest lettering used for any sponsor or advertiser.

Section 12. Liability and Indemnification: It is expressly understood and intended that the Grantee, as the recipient of BBC GOB Program funds, is not an officer, employee or agent of Miami-Dade County, its Board of County Commissioners, its Mayor, nor the Miami-Dade County Department administering the Funding Cycle Allocation award. Further, for purposes of this Agreement, the Project or activity, the parties hereto agree that the Grantee, its officers, agents and employees are independent contractors and solely responsible for the Project.

The Grantee shall take all actions as may be necessary to ensure that its officers, agents, employees, assignees and/or subcontractors shall not act as nor give the appearance of that of an agent, servant, joint venturer, collaborator or partner of the Department administering this Grant, the Miami-Dade County Mayor, the Miami-Dade County Board of County Commissioners, or its employees. No party or its officers, elected or appointed officials, employees, agents, independent contractors or consultants shall be considered employees or agents of any other party, nor to have been authorized to incur any expense on behalf of any other party, nor to act for or to bind any other party, nor shall an employee claim any right in or entitlement to any pension, workers' compensation benefit, unemployment compensation, civil service or other employee rights or privileges granted by operation of law or otherwise, except through and against the entity by whom they are employed.

The Grantee agrees to be responsible for all work performed and all expenses incurred in connection with the Project. The Grantee may subcontract as necessary to complete the Project, including entering into subcontracts with vendors for services and commodities, provided that it is understood by the Grantee that the County shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

The Grantee shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Grantee or its employees, agents, servants, partners, principals, subconsultants or subcontractors. Grantee shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. Grantee expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Grantee shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

Section 13. **Assignment:** The Grantee is not permitted to assign this Agreement or any portion thereof. Any purported assignment will render this Agreement null and void and subject to immediate rescission of the full amount of the Funding Cycle Allocation award and reimbursement by the Grantee of its full value to the County.

Section 14. **Compliance with Laws:** It shall be a contractual obligation of the Grantee hereunder and the Grantee agrees to abide by and be governed by all Applicable Laws necessary for the development and completion of the Project. "Applicable Law" means any applicable law (including, without limitation, any environmental law), enactment, statute, code, ordinance, administrative order, charter, tariff, resolution, order, rule, regulation, guideline, judgment, decree, writ, injunction, franchise, permit, certificate, license, authorization, or other direction or requirement of any governmental authority, political subdivision, or any division or department thereof, now existing or hereinafter enacted, adopted, promulgated, entered, or issued. Notwithstanding the foregoing, "Applicable Laws" and "applicable laws" shall expressly include, without limitation, all applicable zoning, land use, DRI and Florida Building Code requirements and regulations, all applicable impact fee requirements, all requirements of Florida Statutes, specifically including, but not limited to, Section 255.05 related to payment and performance bonds, Section 255.20 related to contractor selection and Section 287.055 related to competitive selection of architects and engineers, all requirements of Chapters 119 and 286 of the Florida Statutes, all disclosure requirements imposed by Section 2-8.1 of the Miami-Dade County Code, all requirements of Miami-Dade County Ordinance No. 90-133 (amending Section 2-8.1), County Resolution No R-754-93 (Insurance Affidavit), County Ordinance No. 92-15 (Drug-Free Workplace), and County Ordinance No. 91-142 (Family Leave Affidavit), execution of public entity crimes disclosure statement, Miami-Dade County disability non-discrimination affidavit, and Miami-Dade County criminal record affidavit, all applicable requirements of Miami-Dade County Ordinance No. 90-90 as amended by Ordinance 90-133 (Fair Wage Ordinance), Section 2-11.15 of the Code (Art in Public Places), the requirements of Section 2-1701 of the Code and all other applicable requirements contained in this Agreement.

The Grantee shall comply with Miami-Dade County Resolution No. R-385-98 which creates a policy prohibiting contracts with firms violating the Americans with Disabilities Act of 1990 and other laws prohibiting discrimination on the basis of disability and shall execute a Miami-Dade County Disability Non-Discrimination Affidavit confirming such compliance.

The Grantee covenants and agrees with the County to comply with Miami-Dade County Ordinance No. 72-82 (Conflict of Interest), Resolution No. R-1049 93 (Affirmative Action Plan Furtherance and Compliance), and Resolution No. R.-185-00 (Domestic Leave Ordinance).

All records of the Grantee and its contractors pertaining to the Project shall be maintained in Miami-Dade County and, upon reasonable notice shall be made available to representatives of the County. In addition, the Office of Inspector General of Miami-Dade County shall have access thereto for any of the purposes provided in Sec. 2-1076 of the Code of Miami-Dade County.

The Grantee shall cause each contract to include a provision that contractor shall comply with all requirements of Section 2-1076 as provided in Section 9 herein, and that contractor will maintain all files, records, accounts of expenditures for contractor's portion of the Work and that such records shall maintained within Miami-Dade County and County shall have access thereto as provided in this Agreement.

The Grantee has certifiably indicated compliance to certain Applicable Laws by properly executing the affidavits attached hereto. See affidavits for specific provisions and declarations described.

Section 15. Breach, Opportunity to Cure and Termination:

- (a) Each of the following shall constitute a default by the Grantee:
 - (1) If the Grantee uses the Funding Cycle Allocation for costs not associated with the Project (i.e. ineligible costs), and the Grantee fails to cure its default within thirty (30) days after written notice of the default is given to the Grantee by the County; provided, however, that if not reasonably possible to cure such default within the thirty (30) day period, such cure period shall be extended for up to one hundred eighty (180) days following the date of the original notice if within thirty (30) days after such written notice the Grantee commences diligently and thereafter continues to cure.
 - (2) If the Grantee shall breach any of the other covenants or provisions in this Agreement other than as referred to in Section 15(a)(1) and the Grantee fails to cure its default within thirty (30) days after written notice of the default is given to the Grantee by the County; provided, however, that if not reasonably possible to cure such default within the thirty (30) day period, such cure period shall be extended for up to one hundred eighty (180) days following the date of the original notice if within thirty (30) days after such written notice the Grantee commences diligently and thereafter continues to cure.
- (b) Each of the following shall constitute a default by the County:
 - (1) If the County shall breach any of the covenants or provisions in this Agreement and the County fails to cure its default within thirty (30) days after written notice of the default is given to the County by the Grantee; provided, however, that if not reasonably possible to cure such default within the thirty (30) day period, such cure period shall be extended for up to one hundred eighty (180) days following the date of the original notice if within thirty (30) days after such written notice the County commences diligently and thereafter continues to cure.
- (c) Remedies:
 - (1) Upon the occurrence of a default as provided in Section 15(a)(1) and such default is not cured within the applicable grace period, in addition to all other remedies conferred by this Agreement, the Grantee shall reimburse the County, in whole or in part as the County shall determine, all funds provided by the County hereunder.
 - (2.) Either party may institute litigation to recover damages for any default or to obtain any other remedy at law or in equity (including specific performance, permanent, preliminary or temporary injunctive relief, and any other kind of equitable remedy).

- (3) Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by any party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default.
- (4) Any failure of a party to exercise any right or remedy as provided in this Agreement shall not be deemed a waiver by that party of any claim for damages it may have by reason of the default.
- (d) Termination:
 - (1) Notwithstanding anything herein to the contrary, either party shall have the right to terminate this Agreement, by giving written notice of termination to the other party, in the event that the other party is in material breach of this Agreement.
 - (2) Termination of this Agreement by any Party is not effective until five (5) business days following receipt of the written notice of termination.
 - (3) Upon termination of this Agreement pursuant to Section 15(d)(1) above, no party shall have any further liability or obligation to the other party except as expressly set forth in this Agreement; provided that no party shall be relieved of any liability for breach of this Agreement for events or obligations arising prior to such termination.

In the event this grant is canceled or the Grantee is requested to repay Funding Cycle Allocation funds because of a breach of this Agreement, the Grantee will not be eligible to apply to the County for another grant for a period of one (1) year, commencing on the date the Grantee receives the notice in writing of the breach of this Agreement. Further, the Grantee will be liable to reimburse Miami-Dade County for all unauthorized expenditures discovered after the expiration or termination of this Agreement. The Grantee will also be liable to reimburse the County for all lost or stolen Funding Cycle Allocation funds.

Funding Cycle Allocation funds which are to be repaid to the County pursuant to this Section or other sections in this Agreement, are to be repaid by delivering to the County Manager a certified check for the total amount due payable to Miami-Dade County Board of County Commissioners.

These provisions do not waive or preclude the County from pursuing any other remedy, which may be available to it under the law.

Section 16. Waiver: There shall be no waiver of any right related to this Agreement unless in writing and signed by the party waiving such right. No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof. Any waiver shall be limited to the particular right so waived and shall not be deemed a waiver of the same right at a later time or of any other right under this Agreement. Waiver by any party of any breach of any provision of this Agreement shall not be considered as or constitute a continuing waiver or a waiver of any other breach of the same or any other provision of this Agreement.

Section 17. Written Notices: Any notice, consent or other communication required to be given under this Agreement shall be in writing, and shall be considered

given when delivered in person or sent by facsimile or electronic mail (provided that any notice sent by facsimile or electronic mail shall simultaneously be sent personal delivery, overnight courier or certified mail as provided herein), one business day after being sent by reputable overnight carrier or 3 business day after being mailed by certified mail, return receipt requested, to the parties at the addresses set forth below (or at such other address as a party may specify by notice given pursuant to this Section to the other party):

The County:
George M. Burgess, County Manager
Miami-Dade County
111 N.W. 1st Street (29th Floor)
Miami, FL 33128

Grantee:
Becky Roper Matkov
Dade Heritage Trust, Inc.
190 SE 12 Terrace
Miami, FL 33131

Section 18. **Captions:** Captions as used in this Agreement are for convenience of reference only and do not constitute a part of this Agreement and shall not affect the meaning or interpretation of any provisions herein.

Section 19. **Contract Represents Total Agreement:** This Agreement, and the attachments thereto, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives. In the event a conflict between this Agreement and any of its attachments or exhibits, this Agreement shall prevail.

Section 20. **Litigation Costs/Venue:** In the event that the Grantee or the County institutes any action or suit to enforce the provisions of this Agreement, the prevailing party in such litigation shall be entitled to reasonable costs and attorney's fees at the trial, appellate and post-judgment levels. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The County and the Grantee agree to submit to service of process and jurisdiction of the State of Florida for any controversy or claim arising out of or relating to this Agreement or a breach of this Agreement. Venue for any court action between the parties for any such controversy arising from or related to this Agreement shall be in the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, or in the United States District Court for the Southern District of Florida, in Miami-Dade County, Florida.

Section 21. **Representation of the Grantee:** The Grantee represents that this Agreement has been duly authorized, executed and delivered by the governing body of the Grantee and it has granted the **President of Dade Heritage Trust, Inc.**, or his designee, the required power and authority to execute this Agreement. The Grantee agrees to a) maintain the Project for a minimum of twenty-five (25) years, b) agrees to

govern itself, in regards to the subject Project, in accordance with Article 6 of the County Charter, c) keep the Project open safely and properly maintained for all Miami-Dade County residents, and d) allow all Miami-Dade County residents equal access and use of the project and not discriminate when charging facility admission fees. The Grantee also agrees to accept and comply with the Administrative Rules as stated in Attachment 1. The Grantee shall be solely responsible for submitting all documentation required by the Administrative Rules to the County Manager or his designee.

Section 22. Representation of the County: The County represents that this Agreement has been duly approved, executed and delivered by the Board, as the governing body of the County, and it has granted the Miami-Dade County Manager the required power and authority to execute this Agreement. The County agrees to provide the Funding Cycle Allocation to the Grantee for the purpose of developing and improving the Project in accordance with each of the attached Exhibit Forms, incorporated herein as Exhibits A-J of Attachment 1 (Administrative Rules). Miami-Dade County shall only be obligated to reimburse the Grantee provided the Grantee is not in breach of this Agreement and the Grantee has demonstrated that it has adequate funds to complete the Project. The County shall administer, in accordance with the appropriate regulations, the funds available from the BBC GOB Program as authorized by Board Resolutions. Any and all reimbursement obligations of the County shall be fully subject to and contingent upon the availability of funding from the County for the specific purpose contained herein.

Section 23. Invalidity of Provisions, Severability: Wherever possible, each provision of the Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement, provided that the material purposes of this Agreement can be determined and effectuated.

Section 24. Insurance. The County's Risk Management Division will approve insurance requirements on a case by case basis. The Grantee must maintain and shall furnish upon request to the County Manager, certificates of insurance indicating that insurance has been obtained which meets the requirements as outlined below:

1. Workmen's Compensation Insurance for all employees of the Grantee as required by Florida Statute 444.
2. Public Liability Insurance on a comprehensive policy in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.

The insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

1. The Company must be rated no less than "B" as to the management, and no less than "Class V" as to financial strength by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division; or,

2. The Company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida," issued by the State of Florida Department of Insurance, and is a member of the Florida Guaranty Fund.

Certificates shall indicate no modification or change in insurance shall be made without thirty (30) days written advance notice to the certificate holder.

Modification or waiver of any of the aforementioned insurance requirements is subject to the approval of the County's Risk Management Division. The Grantee shall notify the County of any intended changes in insurance coverage, including any renewals of existing policies.

Section 25. Special Conditions. The grant is awarded to this Grantee with the understanding that the Grantee is performing a public purpose through the programs, projects, and services recommended for support. Use of these funds for any program component not meeting this condition will be considered a material breach of the terms of this Agreement and will allow Miami-Dade County to seek remedies including, but not limited to those outlined in the Sections and Exhibits of this Grant Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

ATTEST:

MIAMI-DADE COUNTY, FLORIDA
By Its BOARD OF
COUNTY COMMISSIONERS on the

HARVEY RUVIN, CLERK

By: _____ day of _____, 2007
Deputy Clerk

By: _____
County Manager

GRANTEE: _____

(Grantee's Corporate Seal)
on the _____ day of _____, 2007
Federal Identification

By _____
Chairman or President

Type or Print Above Signature

By _____
Treasurer/ Chief Fiscal Officer

Type or Print Above Signature

By _____
Executive Director

Type or Print Above Signature

Approved by County Attorney as
to form and legal sufficiency. _____

Miami-Dade County
Building Better Communities

<u>Dade Heritage Trust</u>				<u>Hubbard Alvarez Bungalow Restoration</u> <u>GOB Project Number 265/70541</u>			
REVENUES				Milestones	EXPENSES		
2005 GOB Allocation (000's)	Future GOB Allocations (000's)	Other Funding Allocations (000's) *	Total Estimated Revenues (000's)		Projected Schedule Start Date End Date		Total Estimated Expenses (000's)
37,000				Project Administration	1/15/2007	3/30/2009	37,000
		68,419	-	Project Administration (Non-GOB)	6/1/2003	1/14/2007	68,419
			-	Land Acquisition			-
	215,896		-	Land Acquisition (Non-GOB)	7/1/2003	7/30/2003	215,896
			-	Pre-design, Planning, including preliminary engineering			-
			-	Pre-design, Planning, including preliminary (Non-GOB)	8/1/2003	3/30/2007	-
			-	A&E Selection			-
			-	A&E Selection (Non-GOB)			-
5,500			5,500	Design	1/15/2007	6/1/2007	5,500
		22,405	-	Design (Non-GOB)	1/14/2004	1/14/2007	22,405
			-	Dry run/permit			-
			-	Dry run/permit (Non-GOB)			-
			-	Contractor Selection			-
			-	Contractor Selection (Non-GOB)			-
207,500			207,500	Construction On Going	6/1/2007	2/28/2009	207,500
		13,457	-	Construction On Going (Non-GOB)	9/1/2003	2/20/2007	13,457
			-	Construction Substantially Complete			-
			-	Construction Substantially Complete (Non-GOB)			-

REVENUES				EXPENSES			
2005 GOB Allocation (000's)	Future GOB Allocations (000's)	Other Funding Allocations (000's) *	Total Estimated Revenues (000's)	Milestones	Projected Schedule		Total Estimated Expenses (000's)
					Start Date	End Date	
				Other (Insurance)			
		14,173		Other (Non-GOB)	7/15/2003	12/30/2007	14,173
250,000		334,350	584,350	TOTALS			584,350

* Other Funding (List sources and amounts)

Funding Source	Amount (000's)	
DHT Revolving Fund(acquisition and bungalow-related expenses to date)	\$334,350.00	Total \$334,350

Project Narrative/Description

The goal of this project is to restore the historic 1921 Hubbard/Alvarez bungalow in Little Havana to increase the appreciation in the community of the bungalow style architecture and the benefits of environmentally-friendly, "green" building rehabilitation, fostering community revitalization and home ownership.

GOB Total Funding Allocation Narrative/Description

GOB funding will be used to restore this historic home and adjoining garage, interior and exterior. Work will include architectural and engineering services, roof replacement, building insulation, new electrical systems, new A/C systems, new plumbing, structural repairs, window and door restoration and replacement, kitchen cabinet replacement, masonry repairs, plaster, painting, and landscaping. Work on the architectural design and construction documents has already commenced. Permitting and construction is expected to begin in June 2007 with a project completion date of February 2009.

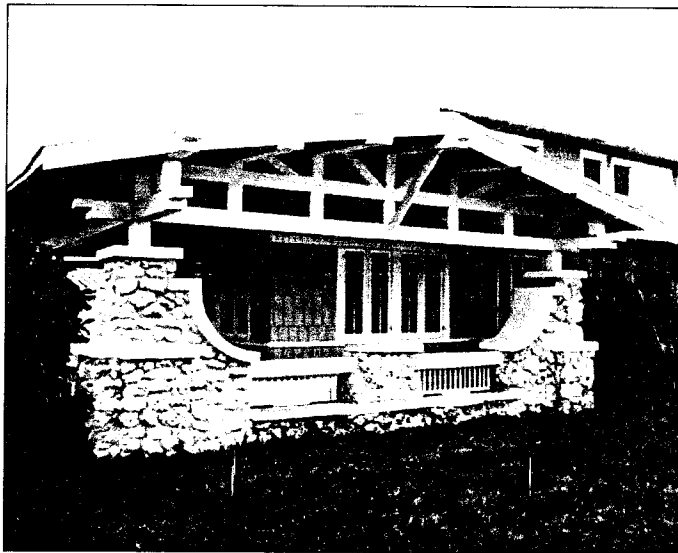
GOB 2005 Funding Allocation Narrative/Description

GOB funding will be used to restore this historic home and adjoining garage, interior and exterior. Work will include architectural and engineering services, roof replacement, building insulation, new electrical systems, new A/C systems, new plumbing, structural repairs, window and door restoration and replacement, kitchen cabinet replacement, masonry repairs, plaster, painting, and landscaping. Work on the architectural design and construction documents has already commenced. Permitting and construction is expected to begin in June 2007 with a project completion date of February 2009.

J. JACOB HUBBARD HOUSE

138 NW 16TH AVENUE

Designation Report



City of Miami

REPORT OF THE CITY OF MIAMI
PRESERVATION OFFICER
TO THE HISTORIC AND ENVIRONMENTAL PRESERVATION BOARD
ON THE POTENTIAL DESIGNATION OF THE
J. JACOB HUBBARD HOUSE
AS A HISTORIC SITE

Prepared by Amy Streelman for Janus Research,
Consultant

Prepared by Sarah E. Eaton, Preservation Officer

Passed and
Adopted on October 29, 2003

Resolution No. 2003-59

CONTENTS

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III. Description	9
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I. GENERAL INFORMATION

Historic Name:

J. Jacob Hubbard House

Current Name:

138 NW 16th Avenue

Location:

138 NW 16th Avenue
Miami, Florida 33125

Present Owner:

Dade Heritage Trust
190 Se 12th Street
Miami, Florida 33131

Present Use:

Residential

Zoning District:

R-3

Tax Folio Number:

01-4102-005-8540

Boundary Description:

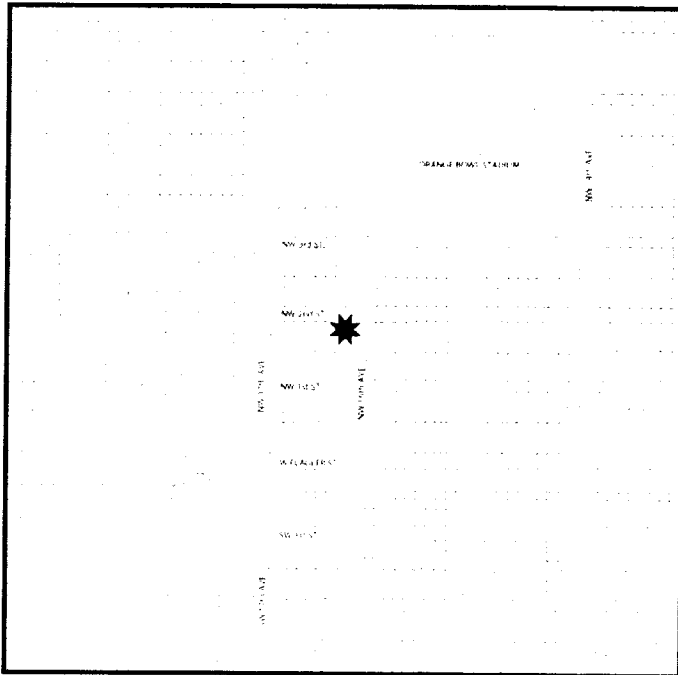
The north 85 feet of Lots 1 and 2, less the north 10 feet, of Block 56 of the plat of LAWRENCE ESTATE LAND COMPANY SUBDIVISION as recorded in Plat Book 2 at Page 46, of the Public Records of Miami-Dade County, Florida.

Classification:

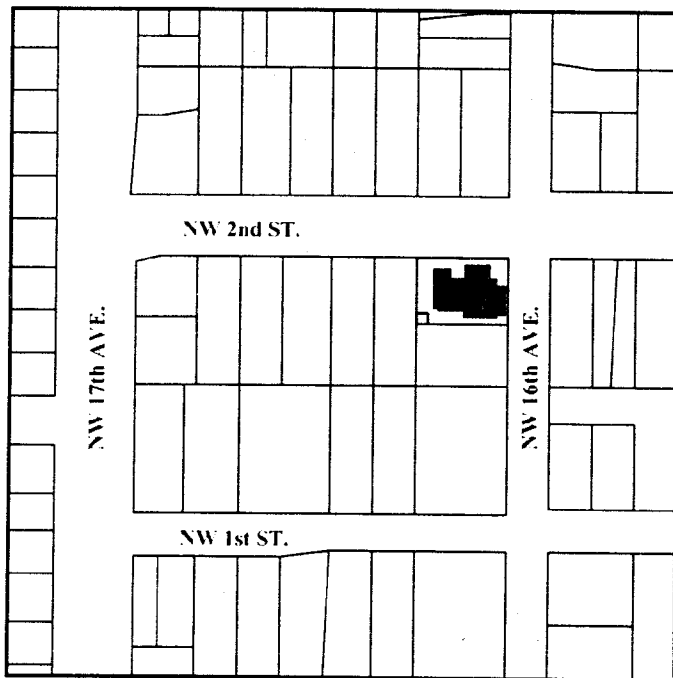
Historic Site

J. JACOB HUBBARD HOUSE

138 NW 16TH AVENUE



location



site plan

II. SIGNIFICANCE

Specific Dates:

Circa 1921

Architect:

Unknown

Builder/Contractor:

Unknown

Statement of Significance:

The J. Jacob Hubbard House is architecturally significant as an outstanding example of an intact early-1920s Belvedere Bungalow. The house is particularly noteworthy for its design, details, materials, and craftsmanship, as evidenced in its exterior materials, prominent front porch, and oolitic limestone porch elements and chimney. This house is also historically significant as a reflection of the residential development trends during the early twentieth century in the Lawrence Estate Land Company Subdivision, which is encompassed within the community currently known as Little Havana.

This house embodies distinguishing characteristics of the Belvedere Bungalow style, including intersecting gabled roof planes, wide overhanging eaves, exposed rafter ends, beams, decorative timbers, casement windows with Prairie style light configurations, and a second-story belvedere. The prominent front porch, which extends across the east elevation, features flared oolitic limestone piers topped with concrete caps and short wood post supports. The entire structure is covered with wood shingles, a typical characteristic of the style.

The residence also features elements of design, detail, and craftsmanship that represent an adaptation to the South Florida environment. During the 1910s and 1920s, the population was rapidly increasing in Miami and South Florida, and the new residents embraced the idea of low-cost housing that was particularly well suited to the sub-tropical climate. The house's broadly-pitched, gabled roof planes with wide, overhanging eaves, deep-set front porch, windows arranged to allow for cross ventilation, and second-story mass are features that were integrated into the building design in response to South Florida's climate. Each of these elements provided shade and assisted air circulation throughout the house. In particular, the belvedere, which gives this Bungalow building form its name, was historically used as a sleeping porch when all the windows were open and the breezes moved through the room. The extensive use of oolitic limestone, a

granular calcium carbonate stone commonly found in South Florida, on the porch and the chimney also reflects local craftsmanship and building materials.

The Hubbard House also represents residential development within the City during the early part of the twentieth century, leading up to and continuing through the Florida Land Boom era. The house is located within the Lawrence Estate Land Company Subdivision, one of the largest subdivisions in the Miami area. The Tatum brothers—Bethel, Smiley, and John—who came to Miami from Georgia, subdivided this area. The Tatums settled in Miami in 1899 and soon became important businessmen with an abstract company. They also built the first street car railway in 1906 and operated the Miami Street Railway Company. The brothers evolved into real estate moguls with the purchase of nearly 400 acres of land from General Samuel C. Lawrence. This 400-acre tract later became known as Lawrence Estate Land Company Subdivision.

Platted in 1912, the Lawrence Estate Subdivision once reflected a varied and eclectic collection of building styles that were popular during the early growth of the City of Miami. Historically, this subdivision included single-family dwellings as well as multi-unit complexes and commercial structures. Residences were often constructed in the Craftsman, Belvedere Bungalow, and Mission styles. Commercial buildings exhibited the Art Deco, Masonry Vernacular, and Mission styles.

Between 1914 and 1920, Bungalows as a housing form dominated the new subdivisions throughout the country and became one of the most popular housing forms for middle-class Americans. During the latter part of the 1910s, the local newspapers, such as the *Miami Metropolis*, regularly featured large-scale advertisements by the Tatum brothers touting their developments and the beautiful Bungalow homes being constructed. Advertisements hyped the "Miami Belvederes," which were a "Type of Bungalow Especially Designed for Life in the Tropics." Also during this time period, several articles in the local publication, *The Tropic Magazine*, discussed the beauty and practicality of the Belvedere homes in Miami.

According to the publication, *From Wilderness to Metropolis*, the Lawrence Estate Subdivision area exhibited both the largest number and finest examples of Bungalow residences during its period of development.

Relationship to Criteria for Designation:

The J. Jacob Hubbard House has significance in the historical and architectural heritage of the City of Miami; possesses integrity of design, setting, materials, workmanship, feeling, and association; and is eligible for designation under the following criteria:

3. Exemplifies the historical, cultural, political, economic, or social trends of the community.

The J. Jacob Hubbard House is historically significant as it reflects the residential development trends within the City during the early part of the twentieth century. During the 1910s and 1920s, housing was being rapidly constructed within subdivisions such as Lawrence Estate Land Company Subdivision and Riverview Heights, and building types, such as Craftsman and Belvedere Bungalows, were among the most popular houses being built during those years.

5. Embodies those distinguishing characteristics of an architectural style, or period, or method of construction.

The J. Jacob Hubbard House is architecturally significant as an excellent intact example of a Belvedere Bungalow that was constructed in the early part of the twentieth century. This residence embodies the distinguishing characteristics of the Belvedere Bungalow style, including intersecting gabled roof planes, wide overhanging eaves, exposed rafter ends, beams, and decorative timbers, casement windows with Prairie style light configurations, and a second-story belvedere. The prominent front porch, which extends across the east elevation, features flared oolitic limestone piers topped with concrete caps and short wood post supports. The entire structure is covered with wood shingles, a typical characteristic of the style.

7. Contains elements of design, detail, materials or craftsmanship of outstanding quality or which represent a significant innovation or adaptation to the South Florida environment.

The J. Jacob Hubbard House contains elements of design, detail, and craftsmanship that represent an adaptation to the South Florida environment. The residence's broadly-pitched, gabled roof planes with wide, overhanging eaves, deep-set front porch, windows arranged to allow for cross ventilation, and second-story mass are features that were integrated into the building design in response to South Florida's climate. These elements provided shade and assisted air circulation throughout the house. The extensive use of oolitic limestone on the porch and the chimney also reflects local craftsmanship and building materials.

III. DESCRIPTION

Present and Original Appearance:

Setting:

The size of the subject property is 75 x 100 feet and, based on the historic Sanborn Fire Insurance and Hopkins maps, the current size of the lot is the same as the historic lot size. The house is surrounded by a small yard, and concrete driveway ribbons leading to the shed are located on the south side of the property. The main house was constructed circa 1921 and the date of the non-historic, non-contributing shed located on the southwest corner of the property is unknown. According to historic plumbing inspection records and Sanborn Fire Insurance and Hopkins maps, a garage was located on the southwest portion of the property until the late 1940s.

Main House:

This two-story residence reflects the Belvedere or Airplane Bungalow style. The massing of the residence's one-story portion exhibits a low profile, and a central second-story mass, or "belvedere," extends from the roof plane. The building's exterior walls are clad in wood shingles and the various low-pitched, gabled roof planes are covered with composition shingles. The intersecting gables feature wide, overhanging eaves with exposed rafter tails, roof beams, and brackets. The main body of the wood house sits on piers and raised concrete foundation walls, and the prominent porch appears to have oolitic limestone foundation walls. An exterior oolitic limestone chimney is located on the south elevation.

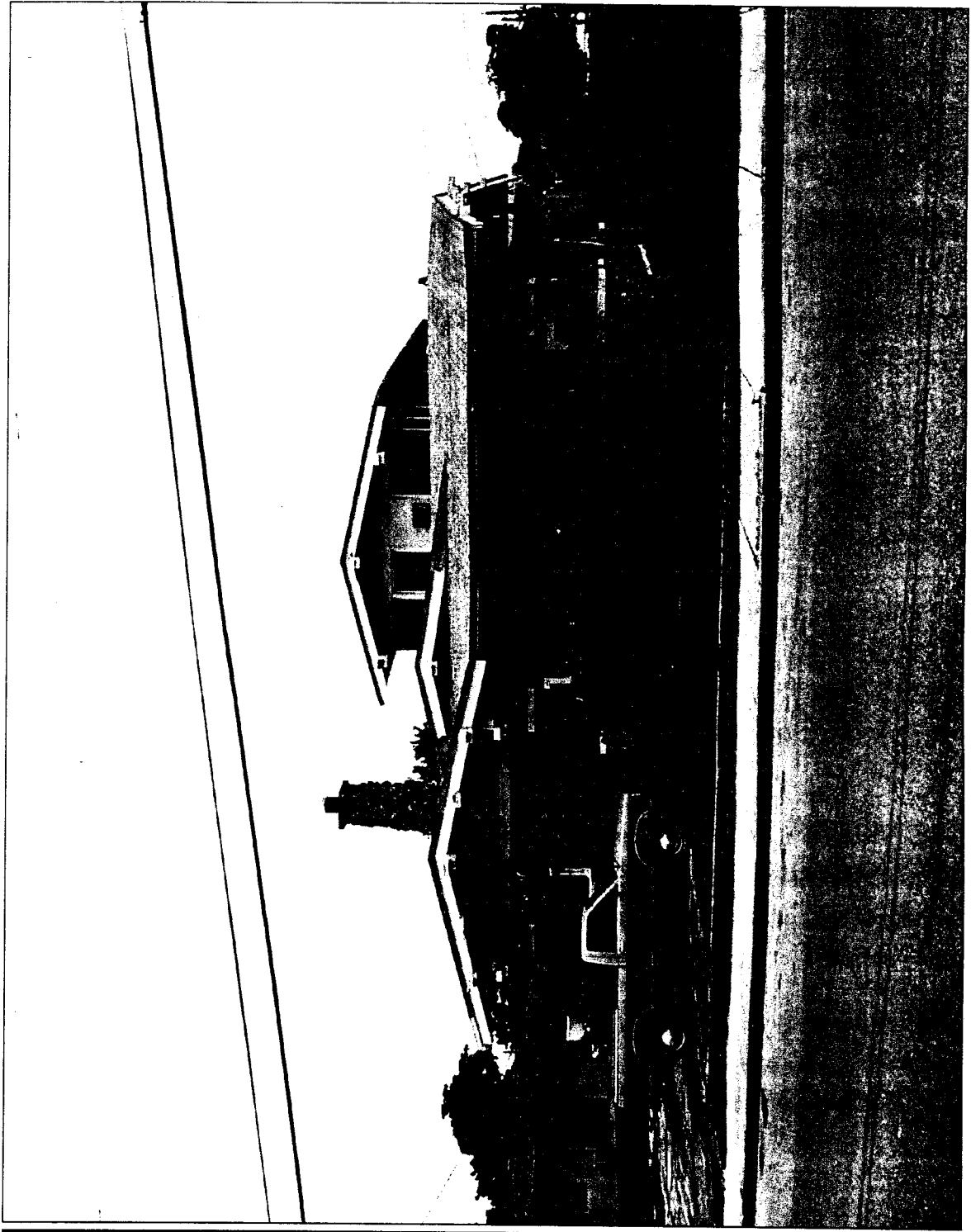
The one-story, full-width front porch is the most distinguishing feature of the residence. The deep-set porch extends the entire width of the east elevation and continues around to the northeast and southeast corners. It features flared oolitic limestone piers topped with concrete caps. Simple wood railings are located between the porch piers; these do not appear to be original to the building. The porch's entry bay, located to the left side of the front elevation, has a front-gabled roof, and decorative timbers and roof beams are found underneath the eaves. The remaining portion of the porch has a side-gabled roof, which is set perpendicular to the street. Underneath the eaves of this portion of the porch, decorative timbers and rafter tails are also evident.

Throughout the first floor, narrow, wood-frame casement windows with Prairie style light arrangements are present. These windows are typically paired and set in simple wood window surrounds. Contrasting wood trim is located above and below the first floor windows. The second floor's original windows have been replaced with jalousie windows and several openings are covered with plywood. The window openings maintain their original shape and configuration and the

simple wood surrounds are still evident. The house's main entrance is located on the east elevation and the rear entrance is found on the west elevation.

Contributing Structures and/or Landscape Features:

The contributing structure within the site is the main house. A non-contributing shed also is located on the site. There are no contributing landscape features on the site.



J. Jacob Hubbard House
138 NW 16th Avenue
North façade
2002

IV. PLANNING CONTEXT

Present Trends and Conditions:

The J. Jacob Hubbard House is located within the Lawrence Estate Land Company Subdivision, which historically exhibited both the largest number and finest examples of Bungalow residences during its period of development. Today, this subdivision is included within the Little Havana neighborhood.

The future of the remaining historic Bungalow residences in this area is uncertain, given the redevelopment pressures west of downtown Miami. Many Bungalows, particularly Belvedere Bungalows, in the immediate area surrounding the Hubbard House have experienced extensive alterations, and the once prevalent historic houses are disappearing.

The Dade Heritage Trust purchased the J. Jacob Hubbard House in August of 2003 through its revolving fund. A thorough rehabilitation of the home is planned, including the restoration of interior and exterior features and the demolition of non-historic additions. This project will illustrate the potential of Little Havana's historic homes in a highly visible manner. Dade Heritage Trust hopes that the rehabilitation of the J. Jacob Hubbard House will inspire community pride in the neighborhood's historic housing stock, encourage home ownership, and stimulate revitalization activity in the Little Havana neighborhood.

Preservation Incentives:

Based on the rarity of existing intact Belvedere Bungalows, particularly in the area southwest of downtown, the preservation of these types of resources should be a priority. The City is prepared to work with the property owners in identifying solutions to retain these threatened properties.

Financial incentives available for substantial rehabilitation projects conducted according to the Secretary of the Interior's Standards are the ad valorem property tax abatement program currently available in Miami-Dade County. It is hoped the City will adopt a tax abatement program in the future.

V. Bibliography

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